

## FORM OF AGREEMENT

This agreement, made in this 23<sup>d</sup> day of May in 2024.

BETWEEN: The Corporation of the Town of Greater Napanee  
(hereinafter called the "Owner")

- and -

HUBER Technology, Ltd.  
(hereinafter called the "Equipment Supplier")

### WITNESSETH

That the Owner and Equipment Supplier in consideration of the fulfillment of their respective promise and obligations herein set forth covenant and agree with each other as follows:

### ARTICLE 1

- a. A general but not necessarily complete description of the work is as follows: The agreement is for the design and supply of two (2) Rotary Disc Thickeners including controls. The agreement includes the initial purchase of the equipment shop drawings, followed by the purchase and delivery of the equipment through a general contract. This agreement will be transferred to the General Contractor (once the general construction contract has been awarded) through the novation agreement.
- b. The Equipment Supplier shall, for the prices set out in the Form of Submission and except as otherwise specifically provided, provide at no additional cost to the Owner all and every kind of labour, machinery, plant, structures, materials, appliances, articles and things necessary for the due execution and completion of all the work set out in this Agreement and shall forthwith according to the instructions of the Engineer, commence the works and diligently execute the respective portions thereof, and deliver the works complete in every particular to the Owner within the time specified in the Contact.

### ARTICLE 2

In case of any inconsistency or conflict between the provisions of this Agreement and the Plans or Specifications or General Conditions or Submission Forms or any other submitted document forming part of the proposal or further written agreement, the provisions of such documents shall take precedence and govern in the following order, namely:

1. This agreement
2. Addendum, if any
3. Request for Proposal

4. Amendments to General Conditions
5. General Conditions
6. Equipment Specifications
7. Contract Drawings
8. Submission Forms

### **ARTICLE 3**

Where any notice, direction or other communication is required to be or may be given or made by one of the parties hereto to the other or to the Engineer or to his agent, it shall be deemed sufficiently given or made if mailed or delivered in writing to such party or to the Engineer at the following addresses:

The Owner:                   The Corporation of the Town of Greater Napanee  
99-A Advance Avenue  
Napanee, ON   K7R 3Y5

The Equipment Supplier:  
HUBER Technology, Ltd.  
145 King Street West, Suite 2701,  
Toronto ON Canada M5H 1J8

The Engineer:               EVB Engineering  
800 Second Street West  
Cornwall, ON K6J 1H6

Where any such notice, direction or other communication is given or made to the Engineer, a copy thereof shall likewise be delivered to any agent of the Engineer appointed in accordance with the General Conditions of this Agreement and where any such notice, direction or other communication is given or made to such agent a copy thereof shall likewise be delivered to the Engineer.

### **ARTICLE 4**

No implied contract of any kind whatsoever by or on behalf of the Owner shall arise or be implied by or inferred from anything in this Agreement contained, nor from any position or situation of the parties at any time, it being clearly understood that the express covenants and agreements herein contained made by the Owner shall be the only covenants and agreements upon which any rights against the Owner may be founded.

### **ARTICLE 5**

The Supplier declares that in submitting a proposal for the works and in entering into this Agreement they have either investigated for themselves the character of the work and all local conditions that might affect their proposal or their acceptance or performance of the work, or that not having so investigated, they acknowledge that their responsibility under the Agreement is in no way reduced or limited thereby and, in either case, they are willing to assume and does hereby

assume all risk of conditions arising, developing, or being revealed in the course of the work which might or could make the work, or any items thereof, more expensive in character, or more onerous to fulfill, than was contemplated or known when the tender was made or the Agreement signed. The Supplier also declares that they did not and does not rely upon information furnished by any methods whatsoever by the Owner or its officers, employees or agents, being aware that any information from such sources was and is approximate and speculative only, and was not in any manner warranted or guaranteed by the Owner.

**ARTICLE 6**

The Contract shall apply to and be binding on the parties hereto and their successors, administrators, executors and assigns and each of them.

IN WITNESS THEREOF the parties hereto have hereunto set their hands and seals the day and year first above written or caused their corporate seals to be affixed, attested by the signature of their proper officers, as the case may be.

*Josely Chan*

\*Witness as to Signature of Supplier

Address: 1009 Airlie Parkway  
Denver, NC 28037  
U.S.A.

Occupation: Contract Administrator

Owner:

Per: Michael Nobes

Per: \_\_\_\_\_

(Seal)

Supplier:

Per: *[Signature]*

Henk-Jan van Ettehoven  
President

(Seal)

\*Not necessary if corporate seal is affixed.